



**CITY OF FRANKLIN-SOUTHAMPTON COUNTY  
DEPARTMENT OF COMMUNITY DEVELOPMENT  
PLANNING - BUILDING INSPECTIONS - ZONING**



**CITY OF FRANKLIN and SOUTHAMPTON COUNTY SURETY  
(Cashier's Check or Cash Escrow)**

WE, \_\_\_\_\_, as Principal, are bound to the **CITY OF FRANKLIN, a municipal corporation**, (hereinafter "the City") or **SOUTHAMPTON COUNTY, a political subdivision of the Commonwealth of Virginia**, (hereinafter "County"), in the sum of \$\_\_\_\_\_ lawful money of the United States, to be paid to the City and/or County, as the case may be, and for the payment of which we bind ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, by this instrument dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

WHEREAS, the said Principal hereunder has been or will be granted permit(s) by the City and/or County, as the case may be, to do one or more of the following activities: (Check the applicable section below.)

- ( ) (1) Construct or reconstruct improvements in or for the public right of way as required by a site plan approved by the City and/or County, as the case may be,;
- ( ) (2) Make repairs to or construct new improvements for the public infrastructure, public utilities or other public property in accordance with a contract entered into with the City and/or County, as the case may be, and in keeping with the requirements of the City and/or County, as the case may be, engineer;
- ( ) (3) Install improvements and utilities in a subdivision in the City and/or County, as the case may be, and maintain them for the required two year period in accordance with the requirements of the City and/or County, as the case may be, Subdivision Ordinance;
- ( ) (4) Engage in land-disturbing activities in accordance with the City and/or County, as the case may be, Erosion and Sedimentation Control Ordinance and Program;
- ( ) (5) Enter on a public right of way or other public property to construct or repair poles, lines, conduits and related appurtenances on behalf of a private utility company;
- ( ) (6) Engage in Stormwater Management activities in accordance with the City and/or County, as the case may be, Stormwater Management Ordinance and Program; and/or
- ( ) (7) Engage in the following activities (Set forth below the activities to be engaged in within the City and/or County, as the case may be,)

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THEREFORE, the conditions of this obligation are such that if the Principal shall in all respects comply with the terms of said permits, shall satisfactorily complete the work permitted and shall indemnify and save harmless the City and/or County, as the case may be, against and from all loss, cost, expense, damage or injury to any public infrastructure, public utilities or other public property and injury to or death of person(s) growing out of or arising from the activities of the Principal pursuant to the permit(s) granted thereto, then this obligation shall be void, otherwise to be and remain in full force and effect until the work permitted has been accepted by the City and/or County, as the case may be, and the City and/or County, as the case may be, releases such Principal. Once the City and/or County, as the case may be, releases the Principal for compliance with the terms of the permits, then the cash held as surety for the performance of the work will be returned to the Principal.

Principal Name:

\_\_\_\_\_

SSN or Tax ID No.:

\_\_\_\_\_

Address:

\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Phone No.:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Name of Financial Institution:

\_\_\_\_\_

Check No.:

\_\_\_\_\_

Project Name:

\_\_\_\_\_

Project Address:

\_\_\_\_\_

\_\_\_\_\_

### Acknowledgment of Principal

State of Virginia

City/County of \_\_\_\_\_, to-wit:

I, the undersigned Notary Public in and for the State of Virginia at Large, do certify that \_\_\_\_\_, whose name as Principal or representative of Principal is signed to the surety cash escrow dated the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me and acknowledged the same.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires on \_\_\_\_\_.

\_\_\_\_\_

Notary Public